

**NORTH CAROLINA
AGRICULTURE COST SHARE PROGRAMS
COST SHARE AGREEMENT**

This agreement is entered into on this _____ day of _____, _____, by and between the North Carolina Division of Soil and Water Conservation, the _____ Soil and Water Conservation District and

_____ (Applicant) of _____

_____ (Applicant) of _____

_____ (Landowner) of _____

_____ (Landowner) of _____

hereinafter called "the cooperator(s)". This agreement includes all items contained in the Conservation Plan of Operation (CPO) as referred to in 15A NCAC 6E .0102 (g) for Contract No. _____ and covers the period of practice installation up to, but not beyond, the dates indicated on form NC-ACSPs-11 (CPO).

THE COOPERATOR(S) AGREES:

- (1) Except as provided in (1)(a) below, I will not begin installation until approval is given by the NC Division of Soil and Water Conservation.
 - a. Provided conditions i-iv are met, the cooperator may choose to exercise the option of proceeding with installation of best management practice(s) prior to receiving final approval from the Division of Soil and Water Conservation.
 - i. The total amount of the contract does not exceed thirty-five hundred dollars (\$3500); and
 - ii. The best management practices described in the CPO are solely vegetative in nature; and
 - iii. The cooperator(s) is not a district supervisor; and
 - iv. The cooperator (s) has not used this exception prior to this instance during the program year of the CPO.

Cooperators choosing to exercise this option must initial to acknowledge understanding of each condition below.

_____ I understand that this contract has not been approved by the Division of Soil and Water Conservation and that I am proceeding with project installation at the risk that the Division of Soil and Water Conservation may not approve this contract.

_____ I understand that I will not receive payment for installing practices under this contract until the NC Division of Soil and Water Conservation has approved the contract and the request for payment.

_____ I understand that I may not hold the NC Division of Soil and Water, NC Department of Agriculture and Consumer Services, or the District liable for non-reimbursement of the items below or for the improper installation of the BMP.

- (2) To implement the best management practice(s) to the best of his/her ability in compliance with the rules governing this cost share program and according to the attached Conservation Plan of Operation (CPO), which is incorporated herein by reference.
- (3) To complete one-third (1/3) of the installation of the Best Management Practice(s) as described in the attached CPO, as determined by the _____ Soil and Water Conservation District within the first twelve (12) months following approval of the CPO by the NC Division of Soil and Water Conservation. Failure to comply with this item will result in the immediate termination of this Cost Share Contract. Cooperator(s) may request the _____ Soil and Water Conservation District to approve a six (6) month extension of this provision to avoid termination of the contract.
- (4) To maintain and continue the cost shared best management practices in the attached CPO for the minimum life set forth by the Soil and Water Conservation Commission. If the cooperator(s) fails to properly maintain or continue the cost shared practices for their intended use for the life of the practice, the cooperator(s) shall repair or reimplement the practice within 30 days (up to ~~one calendar year~~12 months for vegetation~~one practices~~) or repay the State of North Carolina a percentage of the cost share payment as set forth in 15A NCAC 6E. Cooperator's failure to pay the percentage of the cost share payment upon written demand by NCDACS or its authorized agent, within twenty days of receipt of written demand, will result in the Department's seeking legal relief, including but not limited to filing suit in district court and seeking a judgment for the full amount of the repayment, pre-judgment interest, court costs and attorney's fees.
- (5) To soil test at least every two years on benefited acres for the duration of the contract maintenance period. Samples shall be submitted to the NCDACS Agronomic Division (or other acceptable testing facility) and the fertilizer application recommendations followed as closely as reasonably and practically possible.
- (6) As a condition for receiving cost share assistance for waste management systems, to have the waste material analyzed once every year to determine its nutrient content and, if the waste is land applied, to annually submit a soil test sample for analysis of the area of waste application; and to apply the waste as close as reasonably and practically possible to recommended fertilizer rates. If the cooperator(s) fails to have waste and soil analyzed within a prescribed amount of time as specified by the District, the cooperator(s) will repay to the State of North Carolina a percentage of the cost share payment as set forth in 15A NCAC 6E.
- (7) To permit access by Soil and Water Conservation District, Division and Commission representatives at reasonable times to provide technical assistance and to inspect the practices during and after implementation for proper installation, maintenance and continuation.
- (8) To require any person(s) to whom the benefited acres are transferred by sale, lease or other means to sign a statement to maintain and continue the cost shared BMPs for the remaining life of the practice as a condition of the transfer of ownership or control. The cooperator shall give a copy of the agreement to the District. If the cooperator(s) fail to secure such an agreement, the cooperator(s) will repay the State a percentage of the cost share payment as set forth in 15A NCAC 6E.
- (9) To repay the State a percentage of the cost share payment as set forth in 15A NCAC 6E if equipment purchased under this agreement is sold or leased within the maintenance period.

(10) To not use cost shared equipment as collateral.

(11) For the purposes of developing and implementing my NCACSPs contract, I authorize the release of records that are in custody of USDA. I acknowledge that producer, landowner and farm information provided on this NCACSPs contract and/or accompanying documents, including information and documents received from the USDA, are subject to the North Carolina Public Records Law, and may be disclosed to third parties.

THE DISTRICT AGREES TO:

- (1) Provide technical assistance for the planning, design, implementation, maintenance, and certification for all best management practices (cost shared and non cost shared) contained in the attached Conservation Plan of Operation (CPO).
- (2) Following District certification that best management practices were properly installed and implemented, provide to the designated cooperators(s) through the North Carolina Division of Soil and Water Conservation the cost share or incentive indicated on form NC-ACSPs-11 which is attached as part of this contract and incorporated herein by reference. (Prior to issuance of payment, the Division of Soil and Water Conservation must approve the CPO, any Revisions or Supplements, and Requests for Payment.)

The parties to this contract agree and understand that the payment of the sum specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the NC Department of Agriculture and Consumer Services.

_____(Applicant) Date_____
(Signature)

_____(Applicant) Date_____
(Signature)

_____(Landowner) Date_____
(Signature)

_____(Landowner) Date_____
(Signature)

_____(District Chair) Date_____
(Signature)